

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

SOUTH FLORIDA MUSLIM FEDERATION INC.,
a Florida not-for-profit corporation, individually and
on behalf of its members

Plaintiff,

vs.

ATRIUM TRS I, LP, a Delaware corporation d/b/a/
FORT LAUDERDALE MARRIOTT CORAL
SPRINGS HOTEL & CONVENTION CENTER;
ATRIUM HOSPITALITY LP, a Delaware
Corporation; MARRIOTT INTERNATIONAL, INC.
a Delaware Corporation; CITY OF PARKLAND, a
Florida Municipality; RICH WALKER, individually
and as Mayor of the City of Parkland; PARKLAND
CHAMBER OF COMMERCE, INC., a Florida not-
for-profit corporation; DOUG EATON, individually
and as President of Parkland Chamber of Commerce;
MIDDLE EAST FORUM, a Pennsylvania not-for-
profit corporation; JOE KAUFMAN SECURITY
INITIATIVE, INC., a Florida not-for-profit
corporation; JOE KAUFMAN

Defendants.

CASE NO:

Jury Demanded

COMPLAINT

Plaintiff, SOUTH FLORIDA MUSLIM FEDERATION, individually and on behalf of its
members, by and through undersigned counsel, file this Complaint against Defendants, ATRIUM
TRS I, LP, d/b/a/ FORT LAUDERDALE MARRIOTT CORAL SPRINGS HOTEL &
CONVENTION CENTER; ATRIUM HOSPITALITY LP; MARRIOTT INTERNATIONAL,
INC.; CITY OF PARKLAND; RICH WALKER, individually and as Mayor of City of Parkland;
PARKLAND CHAMBER OF COMMERCE, INC.; DOUG EATON, individually and as President

of the Parkland Chamber of Commerce; MIDDLE EAST FORUM; JOE KAUFMAN SECURITY INITIATIVE, INC.; and JOE KAUFMAN, and in support thereof state as follows:

INTRODUCTION

1. Plaintiff South Florida Muslim Federation (“SFMF”) is an umbrella organization representing over thirty South Florida Muslim entities, including Islamic centers, schools, and other similar community organizations, and over 200,000 Muslims in South Florida.
2. In May 2023, SFMF signed a Group Sales Agreement (the “Contract”) with Defendants Atrium Hospitality LP (“Atrium”) and Atrium TRS I, LP, franchisee and agent of Defendant Marriott International, currently doing business as Fort Lauderdale Marriott Coral Springs Hotel & Convention Center (“Coral Springs Marriott”), to provide a venue for SFMF’s second annual conference (“Conference”), scheduled to take place on January 12, 2024.
3. One week prior to the event, on January 5, 2024, Mark Cherry, General Manager of Defendant Coral Springs Marriott, notified SFMF of its unilateral cancellation of the Contract, citing “significant undesirable interest.”
4. This “significant undesirable interest” that prompted the cancellation of the contract was a public pressure campaign by Defendants City of Parkland, Rich Walker, Parkland Chamber of Commerce, Inc., Middle East Forum, and Joe Kaufman Security Initiative, Inc., wherein the parties individually and/or through concerted, coordinated efforts, sought to procure and did procure the cancellation of the Contract through exertion of pressure and threats of further action against Defendant Marriott International and its agents/franchisees if it did not comply.
5. SFMF files this action for public accommodations discrimination in violation of 42 U.S.C. §§ 2000a, 1981, and 1985(3), common law breach of contract, and common law tortious interference with contract under Florida law.

PARTIES

6. Plaintiff South Florida Muslim Federation, Inc. (“SFMF”) is a Florida Not-for-Profit Corporation with its principal place of business located at 3255 NW 94th Avenue #9235, Coral Springs, Florida 33075. Plaintiff is an organization representing approximately 200,000 Muslims in South Florida, including Muslim organizations and individuals, the vast majority of whom identify as and are perceived as ethnically Muslim, including racially African American, Asian or ethnically Arab individuals, including those of Middle Eastern, North African, and South Asian (“MENASA”) ethnic descent.

7. Defendant Atrium TRS I, LP is a Limited Partnership with its principal place of business located at 2398 E. Camelback Road, Suite 1000, Phoenix, AZ 85016. Atrium TRS I, LP is doing business as Fort Lauderdale Marriott Coral Springs Hotel & Convention Center (“Coral Springs Marriott”). On information and belief, Atrium TRS I, LP (hereinafter, “Coral Springs Marriott”) is the franchisor of Marriott International brand hotels.

8. Defendant Atrium Hospitality LP (“Atrium”) is a Limited Partnership with its principal place of business located at 2398 E. Camelback Road, Suite 1000, Phoenix, AZ 85016. On information and belief, Atrium Hospitality LP is the franchisor of Marriott International brand hotels.

9. Defendant Marriott International, Inc. (“Marriott”) is a corporation with its principal place of business located at 7750 Wisconsin Avenue, Bethesda, Maryland 20814.

10. Defendant City of Parkland is a Florida Municipality in northwest Broward County, Florida, where Plaintiff attempted to assert its contractual rights.

11. Defendant Rich Walker is Mayor of the City of Parkland, whose office is located at 6600 University Drive, Parkland, Florida 33067. Upon information and belief, Defendant Walker is a resident of the City of Parkland, Broward County, Florida.

12. Defendant Parkland Chamber of Commerce, Inc. is a Florida Not-for-Profit Corporation with its principal place of business located at 7957 N. University Drive, Suite 111, Parkland, Florida 33067.

13. Defendant Doug Eaton is President of the Parkland Chamber of Commerce, whose principal place of business is located at 7957 N. University Drive, Suite 111, Parkland, Florida 33067. Upon information and belief, Defendant Eaton is a resident of the City of Parkland, Broward County, Florida.

14. Defendant Middle East Forum (“MEF”) is a Pennsylvania Nonprofit Corporation with its principal place of business located at 1500 Walnut Street, Suite 1050, Philadelphia, Pennsylvania 19102.

15. Defendant Joe Kaufman Security Initiative, Inc. (“JKSI”) is a Florida Not-for-Profit Corporation with its principal place of business located at 1825 NW Corporate Blvd. #110, Boca Raton, Florida 33431.

16. Defendant Joe Kaufman, upon information and belief, is a resident of Broward County, Florida.

RELATIONSHIP BETWEEN THE DEFENDANTS

17. Marriott International, Inc. (“Marriott”) is the brand name for a chain of hotels located worldwide, including in the State of Florida.

18. Marriott operates locally through various franchise agreements but maintains control over its businesses through branding, reputation, and by providing the form and content of contracts that its franchisees use during normal business operations.

19. Although Marriott operates through numerous corporate entities under franchisee agreements, it maintains standard marketing and advertising that does not differentiate between these corporate entities.

20. The Marriott website, www.marriott.com, does not distinguish between various entities of its branded hotels.

21. The particular hotel at issue is displayed on the Marriott website as the Fort Lauderdale Marriott Coral Springs Hotel & Convention Center. The hotel is held out to the public both online and offline as a Marriott hotel. The website does not mention the affiliated corporate entities or franchises.

22. Defendant Marriott exerts extensive control over Defendants Atrium and Coral Springs Marriott.

23. On information and belief, before operating a Marriott franchise, the franchisee's manager and certain key personnel are required to attend and successfully complete extensive training to ensure it will operate at all times in accordance under the direction of Marriott.

24. Marriott maintains internal branding and control over its affiliates' internal communications.

25. For instance, Marriott displays its branding and marketing, including trade names "Marriott Hotels" and "Wonderful Hospitality. Always." through its agents and affiliates, including those of franchisee hotels.

26. The franchisee or affiliate must actively participate in the management and supervision of the hotel. The franchisee's facility must at all times be under the franchisee's direct, on-premises supervision or the direct on-premises supervision of a general manager who has completed the required training programs to the franchisor's satisfaction.

27. The franchised hotels must offer all products and services, including guest service programs, products the franchisor sells or endorses, customer loyalty programs, frequent traveler programs, and other programs and activities as the franchisor deems appropriate.

28. Defendants Atrium and Coral Springs Marriott, and their general managers and employees, are agents of Defendant Marriott.

29. As a result of these and similar efforts by Defendants Marriott, Atrium, and Coral Springs Marriott, SFMF understood it was contracting with the reputable, established hotel chain Marriott.

30. Defendant Rich Walker is the City Commissioner and Mayor of the City of Parkland, who engaged in efforts to cancel SFMF's Contract with Marriott. Defendant Walker, in his individual capacity and on behalf of his company, is a member of the Parkland Chamber of Commerce.

31. Defendant Parkland Chamber of Commerce, upon information and belief, coordinated with Defendants City of Parkland and Walker, in efforts aimed at and resulting in the cancellation of SFMF's Contract.

32. Defendant Joe Kaufman is the Principal of Defendant JKSI, and is an agent of Defendant MEF.

33. Defendant Joe Kaufman writes articles for Defendant MEF, and upon information and belief, speaks both on behalf of the JKSI and MEF.

34. Defendant MEF holds out Joe Kaufman as one of its agents and has indicated that he physically represented them in one or more meetings with Marriott on their behalf.

JURISDICTION & VENUE

35. This Court has federal question jurisdiction over the claims at issue pursuant to 28 U.S.C. § 1331, 28 U.S. C. § 1343, and 42 U.S.C. § 2000a-6.

36. SFMF has complied with pre-suit notice requirements under 42 U.S.C. § 2000a-3(c) by providing notice to the Florida Commission of Human Relations more than 30 days prior to the date of filing this Complaint.

37. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because SFMF's principal address is in this district, SFMF represents individuals and organizations who reside in this District, Defendants conduct business and/or reside in this District, and/or Defendants were conducting business in this District while SFMF was trying to obtain the services it had contracted for in this District.

FACTS

38. On May 31, 2023, Plaintiff SFMF entered into a legally binding and enforceable Group Sales Agreement ("Contract") with Defendant Coral Springs Marriott to host SFMF's second annual conference at the Coral Springs Marriott. Defendant Atrium's Enterprise Sales & Marketing Manager Kathy Sorman and Enterprise Sales Director Gillian Dobbins signed the Contract on behalf of Defendant Coral Springs Marriott.

39. SFMF's first annual conference was held at the Coral Springs Marriott on March 18–19, 2022 without issue.

40. SFMF's second annual conference was scheduled to take place on January 12–14, 2024 at the Coral Springs Marriott, where SFMF would provide various seminars and a bazaar of Muslim and/or Arab-owned businesses.

41. The Contract involved renting various event and meeting room spaces, securing room blocks, and making food and beverage service commitments at Coral Springs Marriott.

42. SFMF paid Coral Springs Marriott a deposit of \$4000 upon signing the Contract, with an additional \$4000 due two weeks prior to the event.

43. Between December 29, 2023, and January 5, 2024, Defendants City of Parkland, through its agent, Defendant Walker, Defendant MEF, through its agents, Defendant JKSI and Defendant Joe Kaufman, and Defendant Parkland Chamber of Commerce, through its agent and President, Defendant Doug Eaton, engaged in multiple efforts aimed at pressuring Defendant Coral Springs Marriott to cancel the Conference.

44. On December 29, 2023, Defendants MEF and Kaufman took a delegation of “community leaders,” including Defendant Walker, Defendant City of Parkland, and Defendant Parkland Chamber of Commerce, to meet with Coral Springs Marriott General Manager Mark Cherry and persuade Marriott to cancel its Contract with SFMF.¹

45. Cherry did not commit to canceling SFMF’s conference at the December meeting, stating, “It’s beyond my ability to make a judgment on,” and referring to Marriott’s contractual obligation to host the event.²

46. On January 2, 2024, Defendant MEF published Defendant Kaufman’s article entitled, “Coral Springs Marriott Set to Host Florida Gathering of Hamas Sympathizers,” available at <https://www.meforum.org/65414/coral-springs-marriott-set-to-host-florida>.

47. In that article, Defendant Kaufman falsely accused SFMF of “representing the [Islamic] faith’s most radical Islamist sects and movements” and falsely claimed that the conference would

¹ Joe Kaufman, *Coral Springs Marriott Set to Host Florida Gathering of Hamas Sympathizers*, MIDDLE EAST FORUM (Jan. 2, 2024), <https://www.meforum.org/65414/coral-springs-marriott-set-to-host-florida>.

² *Id.*

“feature hateful speeches from some of the region’s most controversial Islamist voices – including from individuals who . . . possess alarming ties to foreign terrorists.” The article posed the defamatory and inflammatory question, “What price is the Marriott, with its thousands of international locations, willing to pay as it hosts the region’s most extreme alliance of Islamist organizations?”³

48. Upon information and belief, Defendants MEF and Kaufman’s article resulted in an email campaign targeting Coral Springs Marriott, where Parkland community members threatened to boycott the Coral Springs Marriott and/or cancel all future bookings at the facilities if they did not cancel SFMF’s 2024 annual conference.

49. At around 10:04 AM on January 5, 2024, Parkland Chamber of Commerce President Douglas Eaton, and Parkland Chamber of Commerce Director of Programming Cindy Kaufman sent a joint email warning members of the Parkland Chamber of Commerce about SFMF’s upcoming conference, citing the MEF and Kaufman article.

50. At around 10:42 AM that same day, Parkland Chamber of Commerce member and City of Parkland Community Advisory Board member Sharry Kimmel forwarded the 10:04 AM email to Defendant and Parkland Mayor Walker, saying “This is very disturbing.”

51. Shortly afterwards, at 10:57 AM, Parkland Chamber of Commerce posted on Instagram, “IMPORTANT MESSAGE FROM OUR PRESIDENT: It has been brought to our attention that the Coral Springs Marriott is hosting a meeting for pro-Hamas sympathizers, along with other anti-Israel and Palestinian groups in January.”

³ *Id.*

52. Due to the pressure from the other Defendants, Cherry, on behalf of Defendant Coral Springs Marriott, unilaterally canceled the Contract with SFMF at around noon on January 5, 2024, only one week prior to the Conference, citing “significant undesirable interest” in the Conference.

53. At around 12:22 PM on January 5, Defendant Walker responded to Kimmel via e-mail, “I met with the manager [Cherry] this morning. He is speaking to his higher ups. He cannot make the decision.” Kimmel responded to Walker, “Let’s please keep the pressure on!”

54. At around 1:47 PM on January 5, Defendant Walker emailed Kimmel, “The event has been canceled.” Kimmel responded, “Amazing!!!! Thank you!!!”

55. At 4:42 PM on January 5, Cherry emailed SFMF, explaining that “[a]s discussed due to the significant undesirable interest in your event being held at the Marriott Coral Springs Hotel we have no choice but to cancel your event.”

56. SFMF President Samir Kakli emailed Cherry at 5:32 PM on January 5, requesting to learn Coral Springs Marriott’s security requirements so that SFMF could accommodate those requirements at its own expense. Neither Cherry nor Defendant Atrium’s Regional Vice President Larry Cooper responded to Mr. Kakli’s message.

57. On January 5, 2024 and over the next several weeks thereafter, Defendants took responsibility for their collective and/or respective roles in procuring the cancellation of the Conference.

58. From around 2:13 PM on January 5 and through January 7, Defendant Walker responded to over 100 emails thanking him for his role in canceling the event by saying, “I’m glad I could be part of the solution. Thank you!”

59. At 3:18 PM on January 5, Defendant and Parkland Chamber of Commerce President Eaton posted an update to Instagram stating, “As of this afternoon, Coral Springs Marriott has canceled the planned conference. Thank you for all of your support. We value and appreciate all of you.”

60. At 3:36 PM on January 5, Defendant Kaufman posted on X, formerly known as Twitter, “I am happy to announce that my group [Defendant] Kaufman Security, along with [Defendant] the Middle East Forum got this event feat #antiSemitic pro #Hamas speakers shut down. I want to thank everyone who helped out in this – made phone calls, sent emails, signed petitions.”

61. On January 6, 2024, Defendant Parkland Chamber of Commerce posted an additional “Important Update” announcement on its social media channels, confirming that the SFMF 2024 Conference was canceled and that it “will continue to watch for any changes and provide updates as needed.”

62. On January 8, 2024, Defendant MEF published an article congratulating itself for leading efforts to cancel SFMF’s conference, titled, “Florida Marriott Hotel Cancels Pro-Hamas Gathering: MEF Success,” available at <https://www.meforum.org/65431/florida-marriott-hotel-cancels-pro-hamas>.

63. The article states that Defendant and Parkland Chamber of Commerce President Eaton told Defendant MEF that “if the Marriott Coral Springs reschedules with SFMF, the Chamber of Commerce would cease doing business with the hotel.”⁴

64. SFMF and its members have suffered, continue to suffer, and will in the future suffer irreparable loss and injury, including but not limited to economic loss, humiliation, embarrassment, emotional distress, feelings of racial and religious stigmatization, an increased sense of vulnerability, and unlawful deprivation of his state and federally protected rights to

⁴ *Florida Marriott Hotel Cancels Pro-Hamas Gathering: MEF Success*, MIDDLE EAST FORUM (Jan. 8, 2024), <https://www.meforum.org/65431/florida-marriott-hotel-cancels-pro-hamas>.

exercise and enjoy equal treatment in the making and enforcing of contracts in places of public accommodation and having full access to and enjoyment of places of public accommodation without regard for race and/or color.

65. This was not an isolated incident. There has been a rash of cancellations across the country involving Muslim, Arab and/or MENASA-descended guests and invitees at Marriott International and Marriott franchise hotels throughout the United States, continuing up to and beyond the time of SFMF's conference cancellation.

66. Similar racially-motivated pressure campaigns have been waged against employees, agents and apparent agents of places of public accommodation, who then similarly decided to cancel events scheduled by Muslim, Arab and/or MENASA-descended guests from Marriott International and Marriott-franchised properties, depriving them of accessing these public accommodations.

67. Similarly situated non-Arab/ MENASA-descended white guests and/or those who are not Muslim have not been treated by Marriott International and Marriott franchisees in a similar manner.

COUNT I
UNLAWFUL DISCRIMINATION IN A PLACE OF PUBLIC ACCOMMODATION
IN VIOLATION OF 42 U.S.C. § 2000a

68. Plaintiff SFMF realleges Paragraphs 1 through 67 and incorporates them herein.

69. The Muslim, Arab, and MENASA-descended members of SFMF are members of a protected class.

70. Defendant Coral Springs Marriott is open to the public and serves all individuals by providing public accommodations, including rooms and event spaces, on a contractual basis.

71. Defendant Coral Springs Marriott is an establishment affecting interstate commerce and the discrimination at issue was supported by State action.

72. Defendant City of Parkland, through its agent, Defendant Rich Walker, Defendant Middle East Forum, through its agents, Defendant Joe Kaufman Security Initiative and Defendant Joe Kaufman, and Defendant Parkland Chamber of Commerce, through its agent and President, Defendant Doug Eaton, collectively and/or separately deprived SFMF and its members of their civil rights under 42 U.S.C. § 2000a by seeking to deprive them of these rights by intimidation, threats, and coercion, namely through utilizing public and private pressure to convince Defendants Marriott, Atrium, and Coral Springs Marriott to cancel SFMF's scheduled 2024 conference.

73. Defendants Coral Springs Marriott unlawfully discriminated against SFMF and its members in the provision of public accommodations by withholding the agreed-upon accommodations and unilaterally canceling its contract with SFMF on account of its members' race, religion, and/or national origins.

74. By their actions, Defendants have denied SFMF and its members the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of its hotel and conference facilities in violation of 42 U.S.C. § 2000a.

75. Defendants' unlawful discrimination against SFMF and its members is also representative of a system-wide policy and practice of racial, religious, and/or national origin-based discrimination created and maintained for the purpose and with the effect of denying MENASA-descended individuals and groups full and equal access to and enjoyment of goods, services, facilities, and accommodations offered to the general public.

76. Defendants' actions were willful, intentional, and in knowing violation of their obligations and duties under Title II of the Civil Rights Act and were taken with callous disregard of the probable detrimental, emotional, and economic consequences to SFMF and its members.

**COUNT II
UNLAWFUL DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981**

77. SFMF realleges Paragraphs 1 through 67 and incorporates them herein.

78. The Muslim, Arab, and MENASA-descended members of SFMF are members of a protected class.

79. Defendants Atrium and Coral Springs Marriott had a valid contract with SFMF, which was executed on May 31, 2023, wherein SFMF paid the required deposit(s) according to the contractual terms.

80. After bombardment by the public pressure campaign by the other Defendants from the period on or about December 29, 2023 until January 5, 2024, Defendants Atrium and Coral Springs Marriott decided they did not want to hold a conference for Muslim, Arab and/or individuals of MENASA descent and unilaterally canceled their contract with SFMF.

81. By discriminating against SFMF and its members on the basis of their race, Defendants have denied SFMF and its members the same right to enjoy the benefits, privileges, terms, and conditions of contract as is, and was, enjoyed by White (non-Arab), non- MENASA, and/or non-Muslim-decent citizens, in violation of SFMF and its members' rights under 42 U.S.C. § 1981.

82. As a result of Defendants' conduct, SFMF and its members have been damaged in an amount to be determined at trial.

**COUNT III
CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
IN VIOLATION OF 42 U.S.C. § 1985(3)**

83. SFMF realleges Paragraphs 1 through 67 and incorporates them herein.

84. The Muslim, Arab, and MENASA-descended members of SFMF are members of a protected class.

85. Defendants City of Parkland, through its agent, Defendant Rich Walker, Defendant Middle East Forum, through its agent, Defendant Joe Kaufman Security Initiative and Defendant Joe Kaufman, and Defendant Parkland Chamber of Commerce, through its President, Defendant Doug Eaton, collectively, in whole or in part, conspired to deprive SFMF and its members of their constitutional and civil rights under 42 U.S.C. § 1985(3).

86. From on or about December 29, 2023 and until at least January 5, 2024, Defendants engaged in overt acts in furtherance of said conspiracy, wherein they collectively (in whole or in part) and/or individually engaged in acts intended to intimidate, threaten and/or coerce Defendants Coral Springs Marriott to cancel SFMF's event.

87. As a result of the actions of Defendants City of Parkland, through its agent, Defendant Rich Walker, Defendant Middle East Forum, through its agent, Defendant Joe Kaufman Security Initiative and Defendant Joe Kaufman, and Defendant Parkland Chamber of Commerce, through its President, Defendant Doug Eaton, SFMF was deprived of its constitutional and civil rights and was injured as a result through direct and indirect costs associated with the cancellation, as well as emotional harm and damage to its reputation.

**COUNT IV
BREACH OF CONTRACT UNDER FLORIDA LAW**

88. SFMF realleges Paragraphs 1 through 67 and incorporates them herein.

89. Defendants Atrium and Coral Springs Marriott had a valid contract with SFMF, which was executed on May 31, 2023, wherein SFMF paid the required deposit(s) according to the contractual terms.

90. On January 5, 2024, Defendants Atrium and Coral Springs Marriott, through their agent, General Manager Mark Cherry, unilaterally canceled their contract with SFMF.

91. By unilaterally canceling the contract with SFMF, Defendants Atrium and Coral Springs Marriott have breached the contract with SFMF.

92. As a result of Defendants' conduct, SFMF has been damaged in an amount to be determined at trial.

**COUNT V
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP
UNDER FLORIDA LAW**

93. SFMF realleges Paragraphs 1 through 67 and incorporates them herein.

94. Defendants Coral Springs Marriott had a valid contract with Plaintiff, which was executed on May 31, 2023, wherein the paid the required deposit(s) according to the contracts terms.

95. Between on or about December 29, 2023 and January 5, 2024, Defendants City of Parkland, through its agent, Defendant Rich Walker, Defendant Middle East Forum, through its agent, Defendant Joe Kaufman Security Initiative and Defendant Joe Kaufman, and Defendant Parkland Chamber of Commerce, through its President, Defendant Doug Eaton, collectively and/or individually, negligently and/or maliciously attempted to deprive Plaintiffs of the benefits owed to them under their contract with Defendants Coral Springs Marriott by participating in public and private campaign to pressure Defendants Coral Springs Marriott to cancel its contract with Plaintiffs.

96. On January 5, 2024, Coral Springs Marriott General Manager Mark Cherry unilaterally canceled the contract with SFMF, citing "significant undesirable interest", which referred to the efforts engaged in by Defendants City of Parkland, through its agent, Defendant Rich Walker, Defendant Middle East Forum, through its agent, Defendant Joe Kaufman Security Initiative and Defendant Joe Kaufman, and Defendant Parkland Chamber of Commerce, through its President, Defendant Doug Eaton, collectively and/or separately.

97. As a result of the conduct of Defendants City of Parkland, through its agent, Defendant Rich Walker, Defendant Middle East Forum, through its agent, Defendant Joe Kaufman Security Initiative and Defendant Joe Kaufman, and Defendant Parkland Chamber of Commerce, through its President, Defendant Doug Eaton, collectively and/or separately, Plaintiffs have been damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays this Court will:

- a. Issue a declaratory judgment declaring that Defendants' conduct toward SFMF violated Title II of the Civil Rights Act of 1964, as amended;
- b. Enjoin and restrain all Defendants and all other persons or entities acting on behalf of, or in concert with them from engaging in such unlawful practices;
- c. Enter judgment in favor of SFMF and against Defendants, jointly and individually, for damages incurred by SFMF as a result of Defendants' unlawful conduct, together with interest;
- d. Enter judgment in favor of SFMF and against Defendants, jointly and individually, for compensatory damages, including but not limited to, damages for emotional harm, reputational harm, and humiliation, together with interest;
- e. Enter judgment in favor of SFMF and against Defendants, jointly and individually, for punitive damages;
- f. Award SFMF its costs of this action, including expert witness fees and reasonable attorneys' fees, and
- g. Award such other and legal and equitable relief as may be available and appropriate to redress fully the deprivation of SFMF's rights, to prevent such reoccurrences in the future, and to protect other patrons of Defendants from further unlawful behavior.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Date: September 30, 2024

Respectfully submitted,

/s/ Christina A. Jump

Christina A. Jump (applying for admission pro hac vice)

Texas Bar No. 00795828

Chelsea Glover (applying for admission pro hac vice)

Texas Bar No. 24097738

Constitutional Law Center
for Muslims in America*

*Legal Division of Muslim Legal Fund of America

100 North Central Expy, Ste. 1010

Richardson, TX 75080

Tel: (972) 914-2507

Fax: (972) 692-7454

cjump@clcma.org

cglover@clcma.org

/s/ Jalal Shehadeh

Jalal “Jay” Shehadeh

Florida Bar No: 0070617

Katherine Giannamore (applying for admission pro hac vice and application to the S.D. of Florida
is pending signature from the judge)

Florida Bar No: 0092397

Shehadeh Giannamore, PLLC

620 S. Le Jeune Road

Coral Gables, Florida 33134

Phone: (305) 507-9843

Fax: (305) 675-0204

jay@sglawfl.com

katherine@sglawfl.com